the dominant estate is subsequently divided, but continues for the benefit of the subdivisions of the dominant estate.[6] In not discussing this possibility the decision of the Virginia Court leaves one with a feeling of not being quite satisfied. For if such was the intent of the original grantor a subsequent purchaser of part of the dominant estate would doubtless be entitled to the benefit of the easement. The case of *Jewell* v. *Lee*,[7] which the instant case relies solely upon to refute this contingency, can be distinguished in that the dispute was between two estates both of which were carved from the servient estate, (the claim being predicated upon the original restriction) and hence neither could owe any duty to the other. The same situation was also presented in *Korn* v. *Campbell*.[8]

But where a grantor has made different conveyances containing restrictive covenants, not, however, for the benefit of each other, so that each estate conveyed would be subject to an easement in favor of the other, (neither therefore being a dominant estate or a part of one) the several grantees cannot avail themselves of the benefits of the respective covenants unless it can be shown expressly by the instrument, or by a fair interpretation thereof that the covenants were intended for their benefit.[9] Such cases (cases in which a grantee may avail himself of the covenant because made for his benefit) may practically always, it is believed, be placed under the first or third classification enumerated above—covenants for the purpose of a general development plan, or mutual covenants between adjoining owners.

In all of these cases the covenants, though of a type that place a burden rather than confer a benefit upon the land, must be such as are said to run with the land in contradistinction to mere personal covenants, the sole question being, for whose benefit do they run.

The covenant, in the instant case, doubtless would run for the benefit of the heirs and assigns of the grantor, and the decision that it would not run for the grantee in question seems correct. But the consideration of the possibility of an easement being created appurtenant to the land retained by the Land Company, even though there was no general scheme or mutual benefit contemplated, would certainly have made a more complete treatment, and, it is submitted, a more satisfactory one.

T. S.

RESERVATION OF TITLE TO, AND LIENS ON, GOODS AND CHATTELS SOLD, TO BE VOID AS TO CREDITORS, AND PURCHASERS FOR VALUE, UNLESS IN WRITING AND DOCKETED.—Section 5189 of the Code of Virginia of 1919, as amended by Acts, 1920, p. 398 seems to be

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[6] Hills *v.* Miller, *supra.*
[7] 14 Allen (Mass.) 145, 92 Am. Dec. 744 (1867).
[8] *Supra.*
[9] Equitable Life Assur. Soc. *v.* Brennan, 148 N. Y. 661, 43 N. E. 173 (1896); Jewell *v.* Lee, *supra;* Barrows *v.* Richard, 8 Paige's Ch. (N. Y.) 351 (1840); see GRAVES' NOTES ON REAL PROPERTY, § 262 and note.

altered only in one particlar by Acts of General Assembly, 1922, Chap. 49, p. 60, approved Feb. 18, 1922.

By the 1920 amendment such reservations of title, liens, etc., were void as to *lien* creditors (a change from § 5189 of Code 1919, which code provision included general creditors) and purchasers for value without notice unless evidenced by a writing and "until and except from the time a memorandum of said writing, setting forth," etc., "is within five days after the delivery of the goods to the vendee filed for docketing", etc.

The present amendment provides that such reservations, liens, etc., shall be void as to *lien* creditors and purchasers for value without notice unless evidenced by writing and a memorandum thereof *be filed for docketing;* "provided, that if such filing for docketing be done within five days from delivery of the goods and chattels tc the vendee, it shall be as valid as to creditors and purchasers *as if such filing for docketing had been done on the day of such delivery of* the goods and chattels." (Italics ours). This amendment now gives the vendor reserving title five days in which to docket the memorandum and still have such lien rank in priority from the day of delivery of the goods. A docketing after five days seems also now to allow the vendor to assert his lien to rank as of the time of filing for docketing. This five day grace period which is given the vendor to secure by docketing an absolute prior lien seems to be an important and material amendment in the law.

In other respects, as to the duty of clerks to docket and index such memoranda in the "conditional sales book", as to fees, liens on railroad property, etc., the enactment of 1920 remains unaltered.

This statute further validates certain recordations, etc., made according to the law as it existed prior to the Code 1919, between January 13, 1920 and March 19, 1920, both inclusive, unless such have been or could have been attacked in litigation now pending. Recordations made according to the 1920 amendment are also validated. Nothing is to be construed, however, as intended to affect vested rights.

This act is denominated as an emergency act and therefore is in force from its passage.

The legislative intent seems to be to place such reservations of title on a par with chattel mortgages, hence *quaere*—Will such reservations docketed in another State be affected by § 5197, V. C. 1919?

A. R. B., Jr.